



ORDINANCE NO. 1579

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS AS HERETOFORE AMENDED, SO AS TO GRANT A SPECIFIC USE PERMIT FOR AN AUTO REPAIR FACILITY LOCATED IN A LIGHT INDUSTRIAL ZONING DISTRICT; PROVIDING FOR CONDITIONS OF OPERATION; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; AND DECLARING AN EMERGENCY.

Whereas, the City Planning and Zoning Commission of the City of Farmers Branch and the governing body of the City of Farmers Branch, in compliance with the Charter of the City of Farmers Branch, and the State Law with reference to granting of a Specific Use Permit under the Zoning Ordinance Regulations and Zoning Map have given the requisite notices by publication and otherwise, and after holding due hearing and affording a full and fair hearing to all property owners generally, and to the persons interested and situated in the vicinity thereof, the governing body of the City of Farmers Branch is of the opinion that said change in zoning uses should be made:

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Farmers Branch, Texas, be, and the same is hereby amended by amending the Zoning Map of the City of Farmers Branch so as to grant a Specific Use Permit for an auto repair facility in a LI zoning district.

SECTION 2. That the auto repair facility shall be located within the property designated as and more specifically located as follows: 4519 Sigma Road; in a LI zoning district.

SECTION 3. That the auto repair facility shall be operated in accordance with the conditions of operation shown on Exhibit "A".

SECTION 4. That if any section, subsection, clause, phrase or word of this ordinance shall be judged invalid or

unconstitutional, such judgement shall not effect the remainder of this ordinance.

SECTION 5. In addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this Ordinance.

SECTION 6. That if any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Farmers Branch, and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense.

SECTION 7. The fact that certain amendments should be made in the Comprehensive Zoning Ordinance creates an emergency in the preservation of the public health, safety and welfare and requires that this ordinance shall take effect immediately from and after its passage and publication of the caption of said Ordinance, as the law in such case provides.

DULY PASSED by the City Council on the 24th day of June, 1985.

APPROVED:


Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney



City Secretary

EXHIBIT "A"

Hereinafter shown are the conditions of operation of the auto repair facility which was granted a Specific Use Permit by the Farmers Branch City Council.

1. All work to be done inside building.
2. Work will exclude paint and body work.
3. No sales of cars and/or display for sale.
4. Storage of cars to be inside building at night.
5. Prior to start of operation a fenced area at the back of the building for security shall be provided, may be chain link.
6. Sign on face a building shall match style and size of other sign on building.
7. No other permanent or temporary signs.
8. Types of cars to be serviced here are: Mercedes, BMW, Porsche, Volvo, Ferrari, Jaguar, Maserrati, Lamborghini, and Rolls Royce.
9. The owner of the property shall specify time-limited deed restrictions with City a party, such that the Specific Use Permit will come up for renewal in 5 years for an additional 5 year period, or less if premises are vacated sooner by the lessee.

Prepared by Community Services
June 5, 1985

VOLUNTARY DEED RESTRICTIONS

AND

AGREEMENT



THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF DALLAS

That Sigma Showroom Partners, (hereinafter referred to as "Owner") is the owner of a certain real property (the "Property") situated in Farmers Branch, Dallas County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, and being the same tract of land conveyed to Sigma Showroom Joint Venture, a Texas Joint Venture, by Warranty Deed dated May 29, 1984, and recorded in Volume 84109, Page 5084, in the Deed of Trust Records of Dallas, County, Texas.

That the Owner has filed and submitted an application for re-zoning to the City of Farmers Branch (hereinafter referred to as "City") requesting that the Property be zoned with a Specific Use Permit for an automotive repair facility.

The Planning and Zoning Commission recommended approval of the request with certain conditions. The City Council conducted a public hearing on May 13, 1985 relative to the zoning change request and, in the course of the public hearing, the City Council expressed concern about the duration and length of operation of the automotive repair facility on the Property. The City Council expressed an inclination to grant the zoning request provided an acceptable legal mechanism was approved and incorporated into the body of the zoning ordinance whereby the City would reserve the right to review the zoning after a certain stated period of time and upon giving written notice to the then owner and after complying with all statutory notice and public hearing requirements to re-zone the Property for a use other than an automotive repair facility and to order and obtain a cessation of the automotive repair facility.

The Owner acknowledges this concern about the duration and length of use and agrees to execute, tender to the City for its approval and file for record this Voluntary Deed Restrictions and Agreement.

Based upon the above stated facts, the Owner does hereby impress the Property with the following deed restrictions, to-wit:

- 1) Owner does hereby acknowledge, accept and agree that the City may review the zoning of the Property, and that the City has expressly reserved that right, provided all statutory notice and public hearing requirements are complied with in accordance with law, and provided that the City gives the owner written notice at any time within ninety (90) days from the 24th day of June 1990 which date is five years from June 24, 1985, referred to as the ordinance date, the date the city ordinance was passed the zoned the Property for an automotive repair facility, City of Farmers Branch Ordinance No. 1579, of its intentions to review and consider a re-zoning. Upon the giving of such written notice to the Owner, the City may review the subject zoning and institute, on its own volition, at any time during the

sixth (6th) year from the Ordinance Date, or earlier if the premises are vacated by the Lessee, a zoning case to consider re-zoning the Property.

- 2) In the event the City does institute a zoning case on its own volition in accordance with this Voluntary Deed Restriction and does pass an ordinance re-zoning the Property for a use or uses other than the subject automotive repair facility, Owner does hereby agree to close and stop said automotive repair facility operation within 90 days of the effective date of the rezoning ordinance without any additional notice from the City. The Owner further agrees to remove all signs (but not steel structures) identifying the improvements as an automotive repair facility within such time period.
- 3) Owner does hereby agree that the Deed Restrictions are voluntarily submitted, are reasonable and valid and that any and all claims of vested rights, non-conforming use, property rights and damages in relation to any re-zoning arising out of the exercise of rights under this Voluntary Deed Restrictions and Agreement are not available, are not applicable and are hereby waived, and the Owner does hereby release, relieve, quit-claim and hold harmless the City, Members of the Planning and Zoning Commission,* the City staff and all of the City's agents, servants and employees, for acts and actions relative to the carrying out of the City's rights under this Agreement.
- 4) The City has the right to exercise its rights to review and institute a re-zoning case under this Agreement by the institution of a zoning case and the passage of an ordinance re-zoning the Property, both at any time during the sixth (6th) year from the Ordinance Date, provided notice of such review is given as provided in Paragraph 1 hereof. In the event the City is legally restrained or enjoined for any length of time from carrying out its rights, such time period shall not be counted in computing the six (6) year period, but shall be added on to said period. In the event the City does not give Owner the written notice as provided in Paragraph 1 hereof, or does not institute and complete a re-zoning within the stated period (six years) , the City's rights under this Agreement are deemed abandoned and of no further force and effect, and the City shall execute a release of the said Deed Restrictions.
- 5) These restrictions shall not be altered, amended or terminated without the express written approval of the City and the Owner.
- 6) The restrictions contained herein are not in any manner intended to restrict the rights of the City Council or the City to exercise its legislative and governmental duties and powers insofar as zoning of the Property is concerned.
- 7) These restrictions inure to the benefit of the City, and the undersigned Owner hereof does hereby grant to the City the right to prosecute, at law and in equity against the person violating or attempting to violate such restrictions, either to prevent him from so doing and to correct such violation, and for further remedy, the City of Farmers Branch may withhold the certificate of occupancy necessary for the lawful use of the Property until such restrictions described herein are fully complied with.
- 8) These restrictions are hereby declared covenants running with the land and shall be fully binding upon all persons acquiring property within the above-described tract, and any person by acceptance of title to any of the Property shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

* and Members of the City Council,

EXECUTED THIS 3rd DAY OF September, 1985

CITY OF FARMERS BRANCH, TEXAS

SIGMA SHOWROOM PARTNERS

BY: Levin & Associates, Inc.
General Partner

BY: Steven H. Levin
Steven H. Levin, President

Ray West
Ray West

EXHIBIT "A"

BEING Lot Two (2), Block Three (3) of Metropolitan Commercial Park,
an addition to the City of Farmers Branch, Texas according to the
revised Plat or Map of said addition, recorded in Volume 69121, Page
1244, Map Records of Dallas, Dallas County, Texas; Save and Except:
a strip of ground 30½ feet in width off the north side of said lot.

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 3 day of September, 1985, by Paul M. West, City Manager of the City of Farmers Branch, Texas, on behalf of the City.

Gindee Matthews
Notary Public in and for the
State of Texas

My Commission expires:

2-10-88

THE STATE OF TEXAS

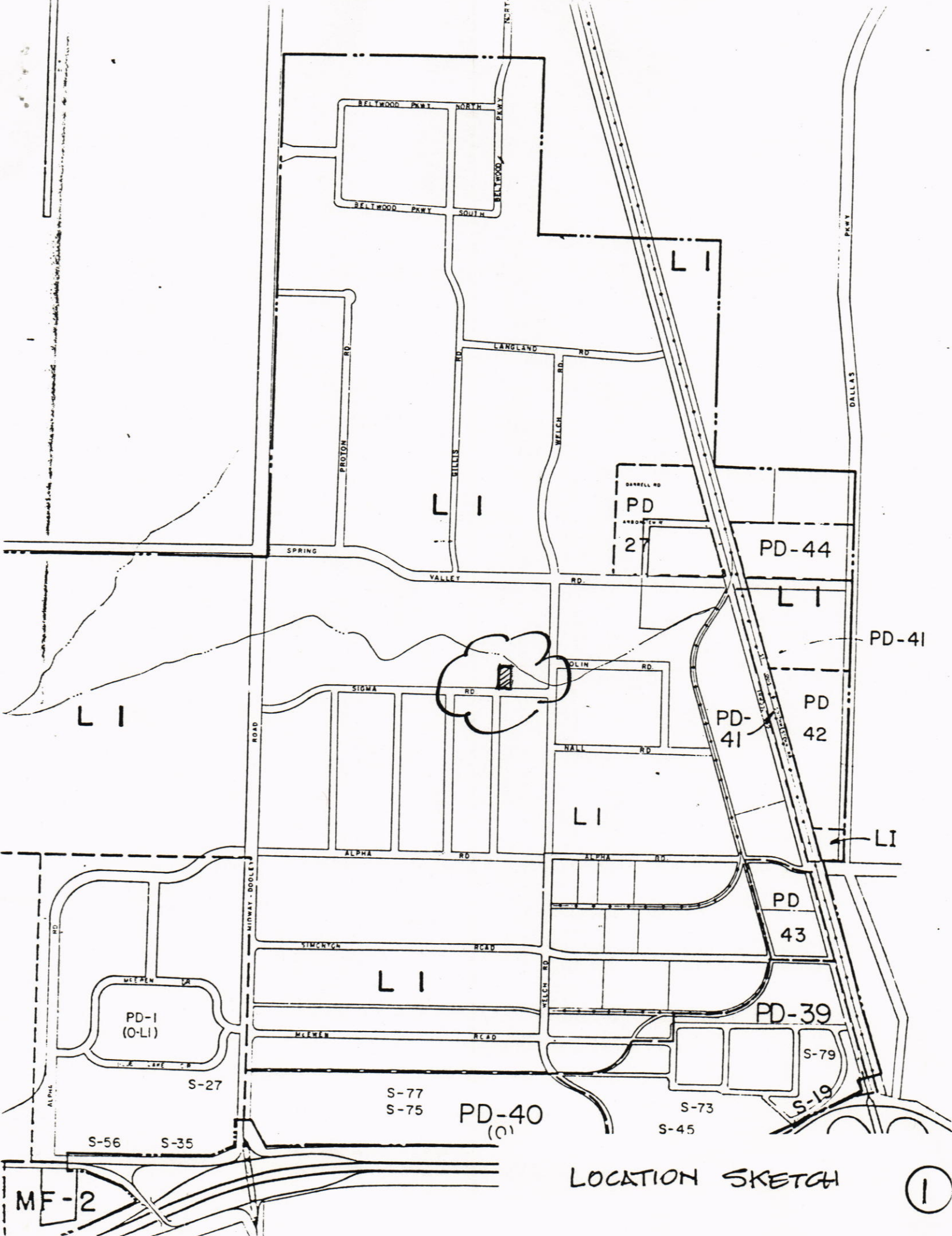
COUNTY OF DALLAS

This instrument was acknowledged before me on September 3, 1985, by STEVEN H. LEVIN, President of Levin and Associates, Inc., General Partner of Sigma Showroom Partners, on behalf of said Partnership.

William H. Levin
Notary Public in and for the
State of Texas

My Commission expires:

2-87



LOCATION SKETCH